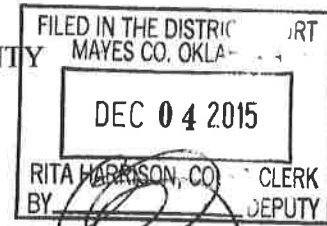


IN THE DISTRICT COURT OF MAYES COUNTY
STATE OF OKLAHOMA



RUBEN HERNANDEZ,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

Defendant.

Case No.

CS-15-239

PETITION

1. Plaintiff Ruben Hernandez resides in Monahans, Ward County, Texas.
2. Defendant, State Farm Mutual Automobile Insurance Company, is a foreign for Profit Company doing business in the state of Oklahoma.
3. Plaintiff was involved in motor vehicle accident in Mayes County, Oklahoma, on October 20, 2013.
4. Plaintiff is an insured of Defendant through an automobile liability policy issued to him by Defendant which policy included uninsured/underinsured motorist coverage with \$250,000.00 per person limit.
5. After the motor vehicle accident that occurred on October 20, 2013, Defendants were notified of a claim for underinsured motorist policy coverage benefits for damages sustained in an automobile collision by and between Ruben Hernandez and an underinsured motorist that occurred on October 20, 2013, in Pryor, Mayes County, Oklahoma.
6. Defendant has unreasonably breached its duty to deal fairly and in good faith with Plaintiff.
7. Plaintiff has been damaged by Defendant's failure to pay all of the coverage benefits to which Plaintiff was reasonably entitled.



8. After the motor vehicle accident on October 20, 2013, an uninsured motorist demand was submitted by Plaintiff to Defendant. The uninsured motorist demand consisted of a brief statement of the facts of the accident, Plaintiff's medical records as to the treatment Plaintiff received as a result of the accident, Plaintiff's medical expenses as a result of the treatment Plaintiff incurred as a result of the accident, and a demand for the policy limits of Plaintiff's uninsured coverage limits.

9. On December 16, 2014, an adjuster for Defendant advised Plaintiff that she had completed her evaluation and denied Plaintiff's claim for underinsured motorist benefits. The adjuster advised that she denied Plaintiff underinsured benefits due taking into consideration the credit for available liability policy limits and payments under the Personal Injury Protection coverage of Plaintiff's policy and Plaintiff's brother's policy. Based upon payments made by the liability insurance company and the Personal Injury Protection benefits paid, the adjuster determined that Plaintiff had been fully compensated.

10. Based on the adjuster's denial of underinsured benefits, Defendant violated Title 36 O.S. Section 6092.

11. Plaintiff has also suffered consequential damages as a result of the Defendant's unfair and unreasonable acts and failure to act.

12. Further, the acts and failures to act by Defendant were oppressive, intentional, malicious, grossly negligent, willful, wanton, and/or with utter and reckless disregard for its duty to deal fairly and act in good faith with Plaintiff, its insured, entitling Plaintiff to punitive damages so as to punish Defendants and make an example of it to other insurance companies.

WHEREFORE, Plaintiff pray for judgment against Defendant in an amount in excess of \$75,000.00 plus interests, costs and such other relief as the Court deems just and proper.

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Respectfully submitted this 3rd day of December 2015.

ANDERSON & ASSOCIATES, PLLC

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ATTORNEY FOR PLAINTIFF

ATTORNEY'S LIEN CLAIMED.

JURY TRIAL DEMANDED: